Builders contract with sub-contractor

This agreement is dated: [date]

It is made between: [Contractor name]

of [address] (the "Contractor")

and [Sub-contractor's name]

of [address] (the "■ ■ ■ - ■ ■ ■ ")

Background

The purpose of this agreement is to set up and regulate the relationship between the Contractor and the Sub-contractor in connection with any work

The terms of this Agreement are:

1. Definitions that apply to this agreement

"Main Contract" means the work to be done under a construction contract

"Client" means the client of the Contractor

..........

"Specification" means a specification for work which the parties agree

from time to be **..........**

"Sub-contract" means any agreement between the parties whereby the

Sub-contractor agrees to

.............

"First Project" means the first Project for which the Contractor appoints or

instructs the Sub-

........

"Project" means the work to be done in accordance with a

Specification provided from time to time **E E E E E E**

.......................

2.	Basic contract									
	2.1.	The Specification of the First Project is set I I I I I I I I I I I I I I I I I I								
	2.2.	The Sub-contractor has agreed to work on the First Project on ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■								
	2.3.	This agreement regulates both the First Project and also any subsequent Project for which the Contractor appoints the Subcontractor. It applies even if neither								
	2.4.	Noither party is bound to enter into a second								
	2.4.	Neither party is bound to enter into a second $\blacksquare \blacksquare \blacksquare$								
	2.5.	The terms of Main Contract do not affect this agreement unless a reference to that \blacksquare								
	2.6.	This agreement does not create any partnership or This agreement doe								
	2.7.	The Sub-contractor is neither an employee nor agent of the Contractor and does not have authority								
3.	Req	uirements for Projects								
	3.1.	The work required for each Project shall be								
	3.2.	The Specification shall describe, among other data:								
		3.2.1 the work to be done;								

3.3. All work shall be to:

3.2.2

3.2.3

3.2.4

3.2.5

3.2.6

3.3.1 the Specification;

the method of calculating sums due to \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare ;

the outcomes to be expected;

the timescale and milestones;

the hours of work or fixed price;

arrangements for payment.

	3.3.2	relevant standards of the International Organisation for Standardisation;
	3.3.3	the satisfaction of the local authority building inspector;
	3.3.4	the satisfaction of ••••••••••••••••••••••••••••••••••
3.4.	By acc	epting a Sub-contract the Sub-
3.5.	[Upon o	completion of any Sub-contract, the Sub- ■ ■ ■ ■ ■ ■ ■ ■ ■
	••••	
		, j.
Sub	-cont	ractor warranties
The S	Sub-cont	ractor warrants that he:
4.1.	holds a	and will maintain one or more
OR		
4.2.		ain insurance against liability for negligence in work done under
4.3.		rk safely and ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
4.4.		vide all necessary plant, • • • • , • • • • , • • • • , • • • •
	Scaffol	ding;
	Fork-lif	t truck;
	[List ■	<i>j</i>

4.

5.	On.	-site	ma	tto	re
IJ.	OH:	-211G	IIIa	ILLE	12

	5.1.	The Sub-contractor will comply with
	5.2.	The Sub-contractor agrees that whilst
		5.2.1 all laws and regulations relating to his work;
	5.3.	5.2.2 the specific • • • • • • • • • • • • • • • • • • •
	5.4.	At the completion of each Sub-contract the Sub-set set set set set set set set set set
6.	Sub	-contractor pays tax
	6.1.	The Sub-contractor confirms that he • • • • • • • • • • • • • • • • • •
	6.2.	The Sub-contractor accepts full liability for payment of income tax = = = = = = = = = = = = = = = = = = =
	6.3.	The Sub-contractor now agrees to indemnify the Contractor against any claim or assessment or order to pay

7.1. Unless specified to the contrary in any $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$

4

8.1.	The Sub-contractor is
Hea	Ith and Safety
7.9.	The invoice shall include whatever reasonable expenses the Subcontractor has incurred [
	records of the second s
7.8.	The Sub-contractor shall at all times maintain accurate and up-to-date
7.7.	The Contractor will make payment of the season seas
7.6.	Each invoice submitted to the Contractor for
7.5.	After the end of each month the Sub-contractor will send an ••••
OR	
7.4.	No payment shall be due to the
	pay the •••••• \$ [000] ••• •••••• \$ [000] •••
7.3.	Unless specified to the contrary in any Sub-contract, the Contractor will
7.2.	The Contractor shall pay the Sub- = = = = = = = = = = = = , = =
OR	

8.

	8.2.	The Sub-contractor and
9.	Use	of sub-sub-contractors
	The S	Sub-contractor may perform any
	•••	:
	9.1.	first obtains the written consent of
	OR	
	9.2.	first obtains the written consent of the Contractor to
	9.3.	remains liable for the performance of this agreement;
	OR	
	9.4.	indemnifies the Contractor fully against any loss or
	OR	
	9.5.	[This contract / • • • • • • •] • • • • • • • • • • •
	OR	
	9.6.	So far as work under this contract • • • • • • • • • • • • • • • • • • •
	OR	
	9.7.	The Sub-contractor shall not sub- = = = - = = = = = = = = = = = = = = =
10.	Disc	claimers and limitation of liability
	10.1.	The Contractor shall not be liable to the Sub-contractor for any

10.2.	All implied conditions, warranties and terms are excluded from this agreement. If an implied
10.3.	Except in the case of death or personal injury, the total liability of the Contractor under this
10.4.	This paragraph (and any other paragraph which excludes or restricts the •••••••••••••••••••••••••••••••••••

11. Duration and termination

This agreement shall continue until terminated:

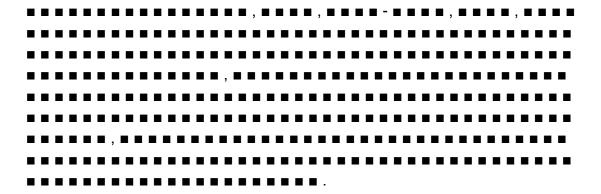
11.1.	by one party giving [28 = = =] = = = = = = = = = = = = = = =
11.2.	
	;
11.3.	
	[30 = =] = = = = = = = = = = = = = = = =
11.4.	;

	11.5.	
		11.5.1
		11.5.2
		11.5.3
	11.6.	
12.	Inde	emnity by the Sub-contractor
	•••	
	12.1.	the negligence of the Sub-contractor; or
	12.2.	;
	12.3.	
	12.4.	
	12.5.	

1	3.	Restr	aint	of	tra	de
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13.1.2

14. Assignment of this contract



15. Uncontrollable events



OR

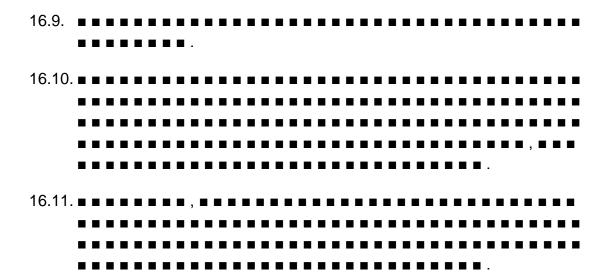
OR

15.1.		
	j,	
	,	
15.2.		
	,	
15.3.		
15.4.		
];	
15.5.		
	;	
15.6		
10.0.		
		■ .
15.7.		
	/	

16. Miscellaneous matters

16.1.								
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16.2	 			 			 	
10.2.					•		 	
	 	• • • •		 		•		
16.3.	 			 			 	
							•••••	

16.4.	
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16.5.	
16.6.	
	•
16.7.	
	It shall be deemed to have been delivered:
	••••72••••••;
]
16.0	
۱۵.δ.	
	•••••



Signed by [name]

On behalf of [Contractor name]:

Signed by [the Director on behalf of] the Sub-contractor:

The Schedule Specification of the First Project

Explanatory notes:

Builders contract with sub-contractor

General notes

1. Umbrella

This is an "umbrella" contract. It can be used as the basis for any number of specific project/assignments/contracts. We remind you

2. Tax obligations

It is important that you are aware of your tax obligations. Please visit for detailed guidance http://www.ird.govt.nz/

Paragraph specific notes

Comments specific to the numbered paragraphs

1. Definitions

2. Basic contract

This document is drawn as an "umbrella" under which any number of separate contracts can shelter. However, to make quite clear that the parties have given something of value (essential to create a contract), we have included here the

3. Requirements for Projects

	Here is a short menu of practical points. We suggest that you should edit it to include all the matters
4.	Sub -contractor warranties
	According to your industry sector, there may be other areas • • • • • • • • • • • • • • • • • • •
5.	On-site matters
	A menu of practical items you may need. Edit as you
6.	Sub-contractor pays tax
	The provisions around the question of payment are very important in any commercial contract. However, we are concerned here to protect you against an assessment from Inland Revenue Department on cash you have paid out
7.	Sub-contractor's fees and expenses
	We have coloured this entire paragraph in blue because you may not want any of it here. Payment procedure is important. You are well advised to set out exactly what you want and present
	We have therefore provided a menu of possibilities which you can \blacksquare \blacksquare \blacksquare \blacksquare
8.	Health and Safety
	Obviously useful - not only as practical points but to show that ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
9.	Use of sub-sub-contractors
	"Sub-sub-contract" is a clumsy • • • • . • • • • • • • • • • • • • •
	There are three alternatives: allowed, not allowed, and allowed ■ ■ ■ ■ ■ ■

10.	Disclaimers and limitation of liability
	Provisions to
11.	Duration and termination
	Because this is
12.	Indemnity by the Sub-contractor
	A useful provision to protect you.
13.	Restraint of trade
	This will be important to you only if you
14.	Assignment of this contract
	Give careful thought to this. Consider the circumstances on both sides ■ ■ ■
15.	Uncontrollable events
	Often referred to as "force • • • • " • • • • • • • • • • • • • •
16.	Miscellaneous matters
	A number of special points we have identified each of these as important

End of notes